**PURCHASE ORDER**

PAGE 1

PURCHASE ORDER NO. 214985
ACCOUNT NO. 01120115154031
CITY AGENCY
REQ. NO. 0000122797
DATE 6/22/2021

FLOCK GROUP INC 32291
1170 HOWELL MILL ROAD NW
SUITE 210
ATLANTA GA 30318

FINANCE DEPARTMENT USE ONLY

Examined & Approved for Payment _____ Amount _____
Remaining Encumbered Balance _____

DELIVER
TO:

CITY OF BAKERSFIELD
TECHNOLOGY SERVICES
1501 TRUXTUN AVE, 1ST FL
BAKERSFIELD CA 93301

F.O.B. POINT		INVOICE TERMS	DELIVERY DATE	REQUISITIONED BY	BUYER	
BAKERSFIELD		NET	7/15/2021	BUFFIE KAISER	KIM BERRIGAN	
QUANTITY	UNIT	DESCRIPTION			PRICE	AMOUNT
52500.00	EA	FLOCK IP OVERLAY			1.0000	52500.00
5250.00	EA	INSTALLATION FEE			1.0000	5250.00
		PER AGMT #2021-114 APPROVED BY COUNCIL ON 6-2-2021			TOTAL	57750.00

I certify that the items listed above were received and checked by me on the date indicated. All commodities conformed to specifications and were in good condition except as otherwise noted. This document will constitute the Finance Directors authority to pay the claim.

REMARKS:



DATE 7/31/21 SIGNED [Signature] RECEIVER

REQUISITION BY: BUFFIE KAISER

SHIP TO LOCATION: TECHNOLOGY SERVICES

PURCHASE REQUISITION NBR: 0000122797
STATUS: REQUISITION APPROVAL
REASON: PD FLOCK IP OVERLAY

DATE: 6/21/21

DELIVER BY DATE: 7/15/21

LINE
NBR DESCRIPTION

QUANTITY UOM UNIT
COST EXTEND
COST

VENDOR PART NUMBER

1	FLOCK IP OVERLAY COMMODITY: COMPUTERS, DP & WORD PROC SUBCOMMOD: MISC	52500.00	EA	1.0000	52500.00	
2	INSTALLATION FEE COMMODITY: COMPUTERS, DP & WORD PROC SUBCOMMOD: MISC	5250.00	EA	1.0000	5250.00	

REQUISITION TOTAL: 57750.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01120115154031	PURCHASE PROPERTY SERVICE REPAIR & MAINTENANCE	100.00
2	01120115154031	PURCHASE PROPERTY SERVICE REPAIR & MAINTENANCE	5250.00
			57750.00

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PER AGREEMENT NO. 2021-114

AGREEMENT NO. 2021-114

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on JUN 02 2021, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **FLOCK GROUP INC.** ("CONTRACTOR").

RECITALS

WHEREAS, March 11, 2021, Bakersfield Police Department performed a technical evaluation process with the Flock IP Overlay systems to use on BPD cameras as License Plate Readers; and

WHEREAS, CITY desires a solution for automatic license plate detection that allows for the search of vehicle type, make, model, color, timeframe, or plate through Artificial Intelligence; and

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of automatic license plate detection through Artificial Intelligence and Machine Learning; and

WHEREAS, CONTRACTOR creates images and recordings of suspect vehicles and can provide notifications to CITY; and

WHEREAS, CITY desires to engage CONTRACTOR, and CONTRACTOR accepts such engagement to allow CITY to access to footage of installed Automatic License Plate Reading cameras via a subscription at various locations throughout the CITY; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: Install twenty-one (21) Flock Safety Automatic License Plate Reading ("ALPR") cameras at various locations throughout the CITY. In addition, CONTRACTOR will be allowing CITY access to footage and provide notifications for footage obtained by

the ALPR cameras and set forth in more detail and pursuant to Exhibit A, attached and incorporated herein("Scope of Work"). The ALPR cameras and access and notifications will be provided to CITY on a yearly subscription basis. The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows in accordance with Exhibit A, attached hereto and incorporated by reference herein for performing the Scope of Work ("Compensation"):

A total, lump sum payment of \$ 57,750.00 after the Scope of Work is completed to CITY's satisfaction.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$60,000.00 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 1, 2022.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This

Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section

4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. **INSURANCE.**

- 16.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 **Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;



16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

16.2.1 All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.



- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 16.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 16.2.6** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 16.2.7** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.



17. **THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
18. **INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
19. **ASSIGNMENT.** Except for the acquisition of, merger with, or sale of all or substantially all of CONTRACTOR's assets, accounts and/or obligations, neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.



22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).



31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **FLOCK GROUP, INC.**
1170 Howell Mill Road NW
Suite 210
Atlanta, Georgia, 30318

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
34. **TAX NUMBERS.**

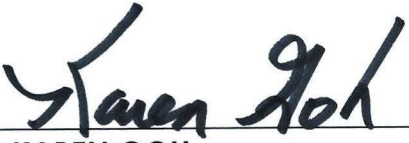
CONTRACTOR's Federal Tax ID Number 82-0594875
CONTRACTOR is a corporation? Yes X No
(Please check one.)

[Signatures on Following Page]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

By: 
KAREN GOH
Mayor

"CONTRACTOR"
FLOCK GROUP INC.

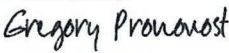
DocuSigned by:
By: 
0CACDE56210E43B
ALEX LATRAVERSE
Vice President of Growth

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: 
ASHLEY ZAMBRANO
Deputy City Attorney

Insurance: 

APPROVED AS TO CONTENT:
TECHNOLOGY SERVICES DEPARTMENT

DocuSigned by:
By: 
0AD747FB42E44C3...
GREGORY PRONOVOST
Technology Services Director

COUNTERSIGNED:

By: 
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit A – Flock Group, Inc. Order Form



FLOCK GROUP INC.

ORDER FORM

Terms & Conditions

Customer: City of Bakersfield	Contact:
Address:	Phone:
	E-Mail:
Usage Fees: \$52,500 per Year (the "Payment Period") Number of	Initial Term: 12 Months Renewal Term: 12 Months
Installation Fee (one-time) \$5250	Billing Contact:

Flock Group Inc.

Order Form
Bakersfield , CA

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Authorized End User**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

flock safety

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "**Flock IP**" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 "**Footage**" means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 "**Hardware**" shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Hardware**" excludes the Embedded Software.

1.8 "**Installation Services**" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 "**Non-Agency End User**" means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock System for investigative purposes.

1.11 "**Non-Agency End User Data**" means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User for investigative purposes only.

1.12 "**Unit(s)**" shall mean the Hardware together with the Embedded Software.

1.13 "**Web Interface**" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

flock safety

1.14 "*Aggregated data*" means information that relates to a group or category of customers, from which individual customers' identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("*User ID*"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, nontransferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, nontransferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair

flock safety

any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3. Non-agency data may only be accessed for investigative purposes.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Agency will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Due to the fact that Agency selects the Designated Location, Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment

flock safety

has been agreed upon by both Flock and the Agency, any subsequent changes to the installation plan driven by Agency's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Agency Installation Obligations**"). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Agency shall be solely responsible for the foregoing. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Agency. Following the initial installation of the Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. Agency understands and agrees that the Flock Services will not function without the Hardware.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations

flock safety

which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("*Monitoring Services*"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("*On-Site Services*") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities and Agency equipment, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.

flock safety

4. CONFIDENTIALITY; AGENCY DATA; NON- AGENCY DATA

4.1 **Confidentiality.** Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof;

flock safety

(c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, nonexclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above. As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

flock safety

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee and the Installation Fee (the "Initial Fees") as set forth in the City Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("No Fee Term") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

flock safety

6. TERM AND TERMINATION

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of up to \$500 per camera to cover equipment removal costs. Upon self-elected termination, a refund will be provided, pro-rated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at own convenience upon termination. Advance notice will be provided.

6.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace

flock safety

the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH

flock safety

RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWO TIMES THE AMOUNT OF FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO MATTERS STATED IN THE SUPPLEMENTAL CONDITIONS ADDENDUM. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Agency will not pursue any claims or actions against Flock's suppliers.

flock safety

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.7 Publicity. Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

Certificate Of Completion

Envelope Id: D163DBB93C714402B0CAB860689E7BA2
 Subject: Please DocuSign: Flock FALCON Agreement.pdf
 Source Envelope:
 Document Pages: 23
 Certificate Pages: 5
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 City Clerk's Office
 city_clerk@bakersfieldcity.us
 IP Address: 174.46.226.5

Record Tracking

Status: Original
 5/18/2021 11:03:19 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: City Clerk's Office
 city_clerk@bakersfieldcity.us
 Pool: StateLocal
 Pool: City of Bakersfield

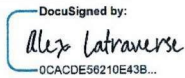
Location: DocuSign

Location: DocuSign

Signer Events

Alex Latraverse
 alex@flocksafety.com
 VP of Growth
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 0CACDE56210E43B...

Signature Adoption: Pre-selected Style
 Using IP Address: 76.97.107.29

Timestamp

Sent: 5/18/2021 11:04:59 AM
 Viewed: 5/18/2021 11:18:10 AM
 Signed: 5/18/2021 11:18:21 AM

Electronic Record and Signature Disclosure:

Accepted: 5/18/2021 11:18:10 AM
 ID: e8568851-8cbf-47db-b398-785506ea5083

Gregory Pronovost
 gpronovost@bakersfieldcity.us
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 0AD747FB42E44C3...

Signature Adoption: Pre-selected Style
 Using IP Address: 174.46.226.5

Sent: 5/18/2021 11:18:22 AM
 Viewed: 5/18/2021 11:22:42 AM
 Signed: 5/18/2021 11:24:42 AM

Electronic Record and Signature Disclosure:

Accepted: 5/18/2021 11:22:42 AM
 ID: cb936d41-4802-4476-a0d2-b51f264e91d3

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/18/2021 11:04:59 AM

CONTRACTOR
COPY

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	5/18/2021 11:22:42 AM
Signing Complete	Security Checked	5/18/2021 11:24:42 AM
Completed	Security Checked	5/18/2021 11:24:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONTRACTOR
COPY

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bakersfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Bakersfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: llegge@bakersfieldcity.us

To advise City of Bakersfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at llegge@bakersfieldcity.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Bakersfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to llegge@bakersfieldcity.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Bakersfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to llegge@bakersfieldcity.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Bakersfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Bakersfield during the course of your relationship with City of Bakersfield.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TCIS - The Complete Insurance Source P. O. Box 1299 Fayetteville GA 30214-6299	CONTACT NAME: Tiffany Miller	
	PHONE (A/C, No, Ext): 770-371-8257	FAX (A/C, No): 770-371-1999
	E-MAIL ADDRESS: tiffany@complete-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Atlantic Specialty Insurance	442
INSURED Flock Group Inc DbA Flock Safety 1170 Howell Mill Rd Northwest Atlanta GA 30318	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 757923511**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	711-01-72-03-0000	8/23/2020	8/23/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			711-01-72-03-0000	8/23/2020	8/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE			711-01-72-03-0000	8/23/2020	8/23/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-04-69-96-0000	8/23/2020	8/23/2021	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O Cyber			760-01-07-88-0000 760-01-07-88-0000	8/23/2020 8/23/2020	8/23/2021 8/23/2021	Aggregate 5,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies and mortgagees/lenders are included as additional insureds under this policy, with respect to legal liability or claims caused by, arising out of, or relating to the use, occupancy or maintenance of demised premises or acts or omissions, work or work product performed on behalf of the named insured per forms VCG2070618 and VCA2010618. Waiver of Subrogation applies per forms attached. Umbrella follows form. All policies are subject to a 30 day notice of cancellation (10 day for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

City of Bakersfield
Office of Risk Management
1600 Truxtun Ave
Bakersfield CA 93301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SCHEDULE 2

Effective 08/23/2020 , this schedule forms a part of Policy No. 711-01-72-03-0000
(At the time stated in the policy)

issued to

FLOCK GROUP INC
DBA FLOCK SAFETY

Producer: SECURERISK

by Atlantic Specialty Insurance Company

Liability Coverage Part Declarations, ASC 00 05 01 98, Continued:

Forms Applicable to the Liability Coverage Part:

ASC 00 05 01 98	LIABILITY COVERAGE PART DEC
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 06 05 14	EXCL - ACCESS OR DISCLOSURE OF CONFIDENTIAL INFORMATION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 71 01 15	EXCL- OTHER ACTS OF TERRORISM; CAP ON CERTIFIED LOSSES
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCL (n/a to NY or WA)
OB CG INT 15 06 18	GLOBAL GENERAL LIABILITY ENDORSEMENT
OB CG INT 24 06 18	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
OB IL 006 06 17	UNINTENTIONAL ERRORS OR OMISSIONS
OB INT 02 06 18	INTERNATIONAL TRAVEL ASSISTANCE SERVICES
VCG 008 02 05	EMPLOYEE BENEFITS COVERAGE FORM - CLAIMS MADE
VCG 100 10 98	LIABILITY SCHEDULE
VCG 207 06 18	BROAD FORM GENERAL LIABILITY ENDORSEMENT - TECHNOLOGY COMPANIES
VCG 282 07 09	EXCLUSION - PROFESSIONAL LIABILITY
VCG 302 07 07	ABSOLUTE EXCLUSION-ASBESTOS LIABILITY
VCG 340 02 12	EXCL-INTELLECTUAL PROPERTY AND UNFAIR TRADE PRACTICES
ASC 00 11 01 98	Schedule 2 - LIABILITY FORMS LIST

3 0-33-0217 08/19/2020 CLE CPW PR 1.000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BROAD FORM GENERAL LIABILITY ENDORSEMENT –
TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

A. Section I – Coverages - Expected or Intended Injury (Property Damage) - Non-Owned Aircraft and Watercraft Under 55 Feet - Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators - Personal and Advertising Injury Exclusions - Insureds in Media and Internet Type Businesses - Electronic Chatrooms or Bulletin Boards - Medical Payments – Increased Limits and Time Period - Product Recall Expense Coverage - Supplementary Payments – Cost of Bail Bonds and Loss of Earnings B. Section II – Who is an Insured - Broadened Named Insured - Additional Insured – Broad Form Vendor - Additional Insured – Written Contract, Agreement, Permit or Authorization	- Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics - User of Covered Watercraft - Newly Acquired or Formed Organizations C. Section III – Limits of Insurance – Aggregate Limit Per Location D. Section IV – Commercial General Liability Conditions - Duties in Event of Occurrence, Offense, Claim or Suit - Waiver of Subrogation When Required by Written Contract or Agreement E. Section V – Definitions - Bodily Injury – Includes Mental Anguish - Coverage Territory – Worldwide - Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight
---	---

A. Section I – Coverages**1. Expected or Intended Injury (Property Damage)**

The following is added to Exclusion 2.a. **Expected Or Intended Injury** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion 2.g. **Aircraft, Auto or Watercraft** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft that is:

- Hired, chartered or loaned with a paid crew; and
- Not owned by any insured.

b. The following replaces Exclusion 2.g.(2)(a) of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

- Less than 55 feet long; and

- c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

- a. The following is added to Exclusion **2.j. Damage To Property of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph **(1)** of this exclusion does not apply to "property damage" to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3), (4) and (6)** of this exclusion do not apply to "property damage" arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph **6. of Section III – Limits Of Insurance**:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. Personal and Advertising Injury Exclusions

a. Insureds in Media and Internet Type Businesses

The following replaces Exclusion **2.j. Insureds In Media And Internet Type Businesses of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting; or
- (2)** Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising for you, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

b. Electronic Chatrooms or Bulletin Boards

The following replaces Exclusion **2.k. Electronic Chatrooms Or Bulletin Boards of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

5. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement of Section I – Coverage C – Medical Payments**:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

6. Product Recall Expense Coverage

- a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

- b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

- c. The following is added **Section IV – Commercial General Liability Conditions**:

Duties In The Event Of "Covered Recall"

1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":
 - (a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;
 - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";
 - (c) As often as may be reasonably required, permit us to:
 - (1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis; and
 - (2) Examine and make copies from your books and records;
 - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

- (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.

d. The following are added to **Section V – Definitions**:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":
 - (1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;
 - (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Expenses for overtime paid to your regular non-salaried "employees";
 - (4) Expenses for hiring "temporary workers";
 - (5) Expenses incurred by "employees", including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space; or
 - (7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".
- b. Does not include the following:
 - (1) Damages, fines or penalties;
 - (2) Defense expenses;
 - (3) The cost of regaining your market share, goodwill, revenue or profit; or
 - (4) Any expenses resulting from:
 - (a) Failure of any product to accomplish its intended purpose;
 - (b) Breach of warranties of fitness, quality, durability or performance;
 - (c) Loss of customer approval, or any cost incurred to regain customer approval;
 - (d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;
 - (e) The insured's caprice or whim;
 - (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
 - (g) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

7. **Supplementary Payments – Cost of Bail Bonds and Loss of Earnings**

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured

1. Broadened Named Insured

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

a. Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:

- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
- (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
- (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
- (4) For “bodily injury” or “property damage” caused by or arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the vendor;
 - (c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
 - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
 - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. The insurance afforded to such vendor under Paragraph a. above:

- (1) Applies only to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

(1) "Bodily injury", "property damage" or "personal and advertising injury" in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;

(2) "Bodily injury", "property damage" or "personal and advertising injury" in the maintenance, operation or use of equipment leased to you by such person or organization; or

(3) "Bodily injury", "property damage" or "personal and advertising injury" in connection with premises you own, rent, lease or occupy.

b. The insurance afforded to an additional insured under Paragraph a. above does not apply:

(1) Unless:

(a) The contract or agreement is executed, or the permit or authorization is issued, before the "bodily injury", "property damage" or "personal and advertising injury" occurs; and

(b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

(a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;

(b) Lessor of equipment after the equipment lease terminates or expires;

(c) Owner or other interests from whom land has been leased;

(d) Manager or lessor of premises if:

(i) The "occurrence" takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(e) Person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

- (f) "Bodily injury" or "property damage" occurring after:
 - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. The insurance afforded to an additional insured under Paragraph a. above:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.
 - d. With respect to the insurance afforded to an additional insured under Paragraph a. above:
 - (1) The following is added to Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**
 Regardless of the provisions of Paragraphs a. and b. above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:
 - (1) Such additional insured is a Named Insured under that other insurance; and
 - (2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.
 - (2) The following is added to **Section III – Limits Of Insurance:**
 The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract, agreement, permit or authorization; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.
- 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**
- a. The following is added to Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured:**
 But an "employee" or "volunteer worker" employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.
 - b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**
 This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.
- 5. User of Covered Watercraft**
- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:
 - a. "Bodily injury" to that person's or organization's "employee"; or
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by; or
 - (2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;
 that person or organization.

- b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph 3.a. of **Section II – Who Is An Insured:**

- a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph 2. of **Section III – Limits Of Insurance:**

The General Aggregate Limit applies separately to each “location” of yours. As used in this provision, “location” means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The requirements that you must notify us of an “occurrence”, offense, claim or “suit”, or send us documents concerning a claim or “suit”, apply only if the “occurrence”, offense, claim or “suit” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An “executive officer” or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an “occurrence” or an offense that may result in a claim does not apply if you report the “occurrence” or offense to your workers’ compensation insurer and that “occurrence” or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an “occurrence” or offense is a liability claim rather than a workers’ compensation claim, you must comply with all parts of Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions.**

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of Section IV – Commercial General Liability Conditions:**

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” included within the “products-completed operations hazard” if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the “bodily injury” or “property damage” occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph 3. of **Section V – Definitions:**

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph 4. of **Section V – Definitions:**

4. “Coverage territory” means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured’s

responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph 12.f.(1) of **Section V – Definitions**:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered "mobile equipment" and not an "auto".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 3.D SCHEDULE OF FORMS

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 03 08 04 84	PARTNERS, OFFICERS & OTHERS EXCLUSION ENDT (Not Applicable to AA, AE, AP, CA, IL, MN, ND, NJ, NY, OH, PA, PR, WA, WY)
WC 00 03 11A 08 91	VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE (Not Applicable to AA, AE, AP, CA, HI, MD, MI, ND, NJ, NM, OH, PR, WA, WI, WY)
WC 00 03 13 04 84	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS (Not Applicable to AA, AE, AP, CA, KY, NH, NJ, TX, UT)
WC 00 04 04 04 84	PENDING RATE CHANGE ENDT (Not Applicable to AA, AE, AP, CA, IL, KS, MA, MN, MO, ND, NH, NM, OH, TN, TX, WA, WY)
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, DE, KS, ME, MT, NY, OR, PA, TN, TX, VT, VA, HI)
WC 00 04 06A 08 95	PREMIUM DISCOUNT ENDT (Not Applicable to AA, AE, AP, CA, CO, CT, DE, HI, KS, ME, MT, ND, NJ, NY, OH, OR, PA, PR, TN, TX, VA, VT, WA, WY)
WC 00 04 14A 01 19	90 DAY REPORT REQUIR NOTIFICATION OF CHANGE IN OWNERSHIP ENDT (Not Applicable to AA, AE, AP, CA, MA, MI, ND, NJ, OH, PR, WA, WY)
WC 00 04 19 01 01	PREMIUM DUE DATE ENDT (Not Applicable to AA, AE, AP, AZ, CA, MA, MI, ND, OH, OR, PR, TX, WA, WY)
WC 00 04 21D 01 15	CATASTROPHE PREM (OTHER THAN CERTIFIED ACTS OF TERRORISM) (Not Applicable to AA, AE, AP, CA, FL, MA, MI, MN, MO, ND, NM, NV, OH, PR, TX, VA, WA, WY)
WC 00 04 22B 01 15	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, MI, ND, OH, PR, WA, WY)
WC 00 04 25 01 17	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDT (Not Applicable to AA, AE, AP, CA, FL, ND, OH, PR, WA, WY)
WC 02 04 01C 02 10	AZ ALCOHOL & DRUG-FREE WORKPLACE PREMIUM CREDIT ENDT
WC 02 06 01A 09 15	AZ CANCELLATION AND NONRENEWAL ENDT
WC 09 04 03B 01 15	FL TERRORISM RISK INSURANCE REAUTHORIZATION ACT ENDT
WC 09 04 07 07 13	FL NON-COOPERATION WITH PREMIUM AUDIT ENDT

3 0-33-0217 08/17/2020 CNL CPW PR 1.000

Authorized Representative

Item 3.D SCHEDULE OF FORMS

WC 09 06 07A 07 19	FL WORKERS COMP INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDT
WC 10 04 02 01 13	GA NON-COOPERATION WITH PREMIUM AUDIT ENDT
WC 10 06 01C 07 18	GA CANCELLATION, NON-RENEWAL & CHANGE ENDT
WC 41 04 02 08 03	TN PENDING LOSS COST ENDT
WC 42 03 01J 06 20	TX AMENDATORY ENDORSEMENT
WC 42 03 04B 06 14	TX WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 42 04 07 03 02	TX AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDT
WC 47 03 01A 07 08	WV EMPLOYERS LIABILITY INTENTIONAL ACT EXCLUSION ENDT
WC 47 03 02 07 06	WV WORKERS COMP RECOVERY FROM OTHERS ENDT
WC 47 06 01 07 08	WV CANCELLATION ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES

Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

6 01 13	TX POSTING NOTICE - ENGLISH
6 S 01 13	TX POSTING NOTICE - SPANISH
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 119 04 10	PREFERRED PROVIDER POLICY HOLDER NOTICE (Not Applicable to AA, AE, AP, KY, LA, ND, NJ, NY, OH, PR, WA, WY)
AWC 161 07 11	AZ POSTING NOTICE WORK EXPOS STAPH, MRSA, SPINAL MENING, TB
AWC 168 04 12	WV POSTING NOTICE
AWC 176 02 14	SC POSTING NOTICE
AWC 303 12 19	OPTUM PRESCRIPTION PROGRAM (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 303 S 12 19	OPTUM PRESCRIPTION PROGRAM - SPANISH (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 306 12 19	TX HEALTH CARE NETWORK OFFER LETTER
DFS2DWC65 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - ENGLISH
DFS2DWC66 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - SPANISH
FORM 09-01A 11 19	FL DRUG FREE WORKPLACE CREDIT APP
FORM 09-E 11 19	FL CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
FORM SAFETY 09-3A 11 19	FL CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT
G 10874 11 17	GA DEDUCTIBLE OPTIONS NOTICE
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
G 12769 01 94	FL DEDUCTIBLE NOTICE
G 14090 06 96	GA EMPLOYERS NOTICE OF FREE SAFETY RESOURCES AVAILABLE
G 14250 11 17	SC BENEFITS DEDUCTIBLE OPTION
G 14311 11 97	SC APPLICATION DRUG FREE

3 0-33-0217 08/17/2020 CNL CPW PR 1.000

 Authorized Representative

Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

ICA 04 615 01 08 01	AZ POSTING NOTICE - ENGLISH
ICA 04 615 01S 08 01	AZ POSTING NOTICE - SPANISH
ICA 41 100 08 01	AZ REPORT OF SIGNIFICANT WORK EXPOSURE TO BODILY FLUIDS
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
LB 0922 04 18	TN POSTING NOTICE - ENGLISH
LB 0922SP 04 18	TN POSTING NOTICE - SPANISH
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
OBTI 117 10 19	WELCOME LETTER
PHN 101 05 20	TEXAS COMPLAINT NOTICE
RC 228 10 07	FL RISK CONTROL NOTICE
RC 257 01 18	TX RISK CONTROL NOTICE
WC 8424D 02 02	AZ POSTING NOTICE
WC BOR 07 16	GA POSTING NOTICE - BILL OF RIGHTS - ENGLISH
WC BOR SP 07 16	GA POSTING NOTICE - BILL OF RIGHTS - SPANISH
WC P1 GA 07 06	GA POSTING NOTICE - PANEL OF PHYSICIANS - ENGLISH
WC P1 GA SP 07 06	GA POSTING NOTICE - PANEL OF PHYSICIANS - SPANISH

3 0-33-0217 08/17/2020 CNL CPW PR 1.000

Authorized Representative

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

Schedule of Forms

Item 3D

Applicable States - California

Policy No. 406-04-69-96 -0000

Form Numbers

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 119 04 10	PREFERRED PROVIDER POLICY HOLDER NOTICE (Not Applicable to AA, AE, AP, KY, LA, ND, NJ, NY, OH, PR, WA, WY)
AWC 120 03 04	CA WHISTLEBLOWERS POSTING NOTICE - ENGLISH
AWC 121 06 04	CA WHISTLEBLOWERS POSTING NOTICE - SPANISH
AWC 131 03 17	CA MPN EMPLOYEE COMMUNICATION LETTER
AWC 132 03 17	CA MPN INFORMATION
AWC 149 02 08	CA PRIVACY DISCLOSURE NOTICE
AWC 167 01 12	CA IMPORTANT NOTICE - IF THIS POLICY IS CANCELLED
AWC 303 12 19	OPTUM PRESCRIPTION PROGRAM (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 303 S 12 19	OPTUM PRESCRIPTION PROGRAM - SPANISH (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 403 01 18	CA GENERAL PARTNER AND LLC WAIVER
AWC 404 01 18	CA CORPORATE OFFICERS DIRECTORS WAIVER
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
OBTI 117 10 19	WELCOME LETTER
PHN 101 05 20	TEXAS COMPLAINT NOTICE
PN 04 99 01G 03 19	CA POLICYHOLDER NOTICE - RATING AND DIVIDEND INFO
PN 04 99 02B 05 02	CA POLICYHOLDER NOTICE - INSURANCE RATING LAWS
PN 04 99 04 12 01	POLICYHOLDER NOTICE - CIGA SURCHARGE
PN 04 99 08 12 19	CA POLICYHOLDER NOTICE - BILL NO 5 - INDEPENDENT CONTRACTOR
RC 270 11 09	CA RISK CONTROL NOTICE
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, DE, KS, ME, MT, NY, OR, PA, TN, TX, VT, VA, HI)
WC 00 04 22B 01 15	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, MI, ND, OH, PR, WA, WY)
WC 04 00 02 07 98	CA SCHEDULE OF NAMED INSURED
WC 04 00 03 07 98	CA SCHEDULE OF LOCATIONS
WC 04 00 04 07 98	CA SCHEDULE OF FORMS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

Schedule of Forms

Item 3D

Applicable States - California

Policy No. 406-04-69-96 -0000

Form Numbers

WC 04 03 01D 02 18	CA AMENDATORY ENDORSEMENT
WC 04 03 60B 01 15	CA EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDT
WC 04 04 22 01 12	CA SHORT RATE CANCELLATION ENDT
WC 04 06 01A 12 93	CA CANCELLATION ENDORSEMENT
WC 251A 01 85	CA VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE
WC 252 04 84	CA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

AZ ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
FL ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
SC ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
TN ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
GA ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
WV ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2020 Policy No. 406-04-69-96 -0000 Endorsement No.

Insured FLOCK GROUP INC Premium \$

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on August 23, 2020 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. 406-04-69-96-0000

Endorsement No.

of the Atlantic Specialty Insurance Company
(NAME OF INSURANCE COMPANY)

issued to FLOCK GROUP INC

Premium (if any) \$



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS OR ORGANIZATIONS ON FILE WITH
THE INSURED

Job Description

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE
INSURED

2. Operations:

3. Premium

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2020

Policy No. 406-04-69-96-0000

Endorsement No.

Insured FLOCK GROUP INC

Premium \$

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____



INVOICE

Flock Group, Inc.
866-901-1781
www.flocksafety.com

Invoice Number: CINV-006106
Date Issued: 01/18/2022
Date Due: 02/17/2022
PO#: 214985

Bill To:
City of Bakersfield
Finance Department
1600 Truxton Ave
Bakersfield, California 93301

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	AMOUNT
Standard Implementation			21	\$250.00	\$5,250.00
Flock Falcon Camera			21	\$2,500.00	\$52,500.00
					SUBTOTAL \$57,750.00
					Sales Tax \$0.00
					TOTAL \$57,750.00

Payment Remittance Information

Click here to pay by credit card or ACH/Wire Transfer

Pay by Check:

Payable to: Flock Safety
Memo: D510C471-0001
Mail to: PO Box 207576
Dallas, TX 75320-7576

If paying by check, please include a printed copy of the invoice PDF with check payment. Payment should be sent via USPS.

Questions about your service or installation? Contact support@flocksafety.com

Questions about your invoice? Contact billing@flocksafety.com

Online payment link:

https://invoice.stripe.com/i/acct_19rTiCEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9Lek1nUzk5QjJ4M1Y2R0tKaEtZVIFkUzdZUXhkNTJw0100fWql4fhF